Book	Policy Manual
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Revised Policy - Special Update - SB 29

6460 - **VENDOR RELATIONS**

The Board of Education shall not enter into a contract knowingly with any supplier of goods or services to this District under which any Board member or officer, employee, or agent of this School District has any pecuniary or beneficial interest, direct or indirect, unless the person has not solicited the contract or participated in the negotiations leading up to the contract. This prohibition shall not prevent any person from receiving royalties upon the sale of any educational material of which the person is the author and which has been properly approved for use in the schools of this District.

Board members and school personnel shall not accept any form of compensation from vendors that might influence their recommendations on the eventual purchase of equipment, supplies, or services. Furthermore, Board members and school personnel shall not accept any compensation from a vendor after a decision has been made to purchase equipment, supplies, or services from said vendor. In addition, Board members or school personnel who recommend purchases shall not enter into a contractual arrangement with a vendor seeking to do business with the District, or a vendor with whom the District is doing business, whereby an individual board member or member of the school staff receives compensation in any form for services rendered.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that a Board member or member of the school staff receives such compensation, albeit unsolicited, from a vendor, the Board member or school staff member shall notify the Treasurer, in writing, that they received such compensation and shall thereafter promptly transmit said compensation to the Treasurer at their earliest opportunity.

Nothing herein shall prevent a school employee, who is not in a position to negotiate or authorize a contract with a vendor, from accepting a discount on goods purchased for personal use from a vendor with whom the Board does business (i.e., that has a contract with the Board) provided the vendor (a) extends the same discount to all of its customers and does not limit it to officials and employees of the District, (b) offers a uniform discount to all eligible school officials and employees, without limiting the offer to employees with official duties or responsibilities affecting the vendor's financial interest, and (c) does not offer the discount to school officials and employees in exchange for the performance of their public duties. Board members and/or school personnel who negotiate or authorize a vendor's contract are prohibited from accepting any discount offered by the vendor for their personal use. Such individuals also shall not suggest that the vendor offer an employee discount as part of the public contract.

All sales persons, regardless of the product, shall make contact~~clear~~ with the Superintendent's office before contacting any teachers, students, or other personnel of the School District. Purchasing personnel shall not show any favoritism to any vendor. Each order shall be placed in accordance with the policies of the Board on the basis of quality, price, and delivery with past service as a factor if all other considerations are equal.

Requirements for Certain Technology Provider Contracts

Any person or entity who contracts with a School District to provide a school-issued device for dedicated student use and creates, receives, or maintains education~~educationa~~ records pursuant or incidental to its contract with the District must meet certain requirements as outlined in State law. For the purpose of this policy, these individuals/entities are referred to as "technology providers." The term "technology provider" does not include a county board of developmental disabilities, educational service centers, information technology centers, assessment providers, curriculum providers, or a city, local, or exempted village school district that the District contracts with to provide school-issued devices to students unless otherwise indicated.

For the purpose of this policy, the term "school-issued device" includes hardware, software, devices, and accounts that the District or technology provider, at the direction of the District, provides to an individual student for dedicated~~their dedicated personal~~ student use.

As a condition of doing business with the District, technology providers who maintain education~~educational~~ records as part of their contract to provide school-issued devices are required to comply with Chapter 1347 of the Revised Code to the same extent that the District is with regard to the collection, use, and protection of the records. Upon discovering that any of the District's education~~educational~~ records are subject to a breach of security, a technology provider must promptly notify the District and provide all of the information that the District needs to notify individuals whose personal information has been compromised as required by R.C. 1347.12. All education~~educational~~ records created, received, maintained, or disseminated by a technology provider remain the sole property of the District. Unless renewal of the contract is reasonably anticipated, all education~~educational~~ records must be returned to the District or destroyed using industry-standard destruction protocols within ninety (90) days of the contract's expiration. Technology providers are prohibited from selling, sharing, or disseminating education~~educational~~ records unless part of a valid delegation or assignment of its contract, or unless State law otherwise authorizes such action. Technology providers may not use education~~educational~~ records for commercial purposes, including for marketing or advertising goods or services to students or parents. Technology providers may use education~~educational~~ records which have been stripped of all personally identifiable information for the purposes of improvement, maintenance, development, support, or diagnosis of its site, services, or operations.

All contracts between the District and technology providers must ensure that appropriate industry-recognized security measures are used to safeguard education~~educational~~ records. Contracts must also include provisions that technology providers will 1) only grant access to education~~educational~~ records to those employees and contractors who need access to fulfill their official duties; and 2) will take measures to restrict unauthorized access of education~~educational~~ records by employees and contractors.

By August 1st each school year, the District will provide parents and students with direct and timely notice by mail, electronic mail, or another method of direct communication of any contracts the District has with any provider of curriculum, testing, or assessment technology that affects a student's education~~educational~~ records (including those entities which are not otherwise defined as technology providers under this policy). The notice will:

A. identify each curriculum, testing, or assessment technology provider with access to education~~educational~~ records;

B. identify the education~~educational~~ records affected by the curriculum, testing, or assessment provider contract;

C. notify parents and students that they may request an opportunity to inspect a complete copy of any contract~~;~~ with a technology provider; and

D. provide contact information for the school department or employee that a parent or student should direct any questions or concerns regarding any program or activity that allows curriculum, testing, or assessment technology provider access to a student's education records.

Criminal Background Checks

In accordance with State law, Policy 4121, and Policy 8142, a criminal background check is required of any non-teaching employee, including individuals employed by a private company/vendor under contract with the Board to provide essential school services, who will work within the District in a position which does not require a license issued by the State Board of Education, is not for the operation of a vehicle for student transportation, but does involve routine interaction with a child or regular responsibility for the care, custody, or control of a child.

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